

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Public Strategies, Inc. 98 San Jacinto Blvd., Suite 1200 Austin, Texas 78701	2. Registration No. 5913
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3. Name of foreign principal SC Rosia Montana Gold Corporation SA	4. Principal address of foreign principal 321 Piata Street, code 517615 Rosia Montatna, Alba District Romania
--------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- | | |
|-------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
N/A
- b) Name and title of official with whom registrant deals
N/A

7. If the foreign principal is a foreign political party, state:

- a) Principal address
N/A
- b) Name and title of official with whom registrant deals
N/A
- c) Principal aim
N/A

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

The foreign principal is a Romanian corporation that owns a gold mining operation near the small village of Rosia Montana in western Romania. It is a joint venture between Gabriel Resources Ltd., who owns over 80%, and the Romanian government, who owns less than 20%.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒


9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

The foreign principal is a joint venture between Gabriel Resources Ltd. and the Romanian government. The Romanian government owns less than 20% of the Rosia Montana Gold Corp. The foreign principal was established to own the Rosia Montana Project - a gold mining operation in western Romania. The project is financed and directed by Gabriel Resources Ltd. The Romanian government is incurring no costs associated with the gold mining project.

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The foreign principal is a Romanian corporation and joint venture owned over 80% by Gabriel Resources Ltd., a Canadian-based resource company committed to responsible mining and sustainable development in the communities in which it operates, and the Romanian government. The Romanian government owns less than 20% of the entity and does not provide any financing for the gold mining project.

Date of Exhibit A	Name and Title	Signature
January 20, 2010	Meredith Marks, Chief Operating Officer	

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Public Strategies, Inc.	2. Registration No. 5913
3. Name of Foreign Principal SC Rosia Montana Gold Corporation SA	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit. *Contract not yet executed. Executed contract to follow.*
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide media outreach advice and services with the goal of educating and informing the public, through the media, about the gold mining operation of the Rosia Montana Gold Corp.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal:


See response to question 7 above.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will provide media outreach advice and services with the goal of educating and informing the public, through the media, about the gold mining operation of the Rosia Montana Gold Corp.

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Date of Exhibit B	Name and Title	Signature
January 20, 2010	Meredith Marks, Chief Operating Officer	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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CONSULTANT AGREEMENT

This Consultant Agreement (the "Agreement") is entered into as of January 11, 2010 (the "Effective Date") between

Public Strategies, Inc. (hereinafter referred to as "Public Strategies"), a Texas Corporation, and SC Rosia Montana Gold Corporation SA, a company organised and existing under Romanian laws, registered at the Commercial Registry under number J1/443/1999, having its registered office in 321A, Piatra St., 517615 Rosia Montana, Alba County, Romania, herein represented by and through Dragos Tanase, in his capacity of Managing Director and Nicolae Gruia Suciu, in his capacity of Senior Vice-president of the Company, (hereinafter referred to as "Client").

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 Comment: To be inserted the company's identification data

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Public Strategies is hereby retained by Client to provide consulting services upon the following terms and conditions:

SERVICES

- Public Strategies agrees to act as a consultant to Client providing media outreach advise and services as set forth in Attachment A, Scope Of Work, attached hereto and incorporated herein, (the "Services"). It is agreed that such Services will be performed primarily by Managing Directors, Directors, Principals, Account Executives, and/or contractors of Public Strategies on an as needed basis.
- Services will be performed at the request of or with written prior approval of Ms. Andreea Nastase. Public Strategies is entitled to rely upon any oral or written authorization provided by Ms. Nastase or her designee as being authorization of Client.

COMPENSATION

- For the consulting Services performed by Public Strategies during the Term (hereinafter defined), Client shall pay Public Strategies in advance a monthly Consulting Fee of Thirty Five Thousand Dollars (\$35,000.00 USD). The first two installments of such fee shall be payable upon execution of this Agreement and all remaining monthly Consulting Fees shall be payable on the fifth(5th) day of each succeeding month. The invoice shall be received 10 days before the payment date. Payment will be executed if activity report is provided. The preferred method of payment for such Consulting Fees is by wire transfer, as follows: Public Strategies, Inc., account number [REDACTED] at Wachovia Bank, N.A. in Charlotte, NC, USA, ABA number [REDACTED] for ACH). International swift code: [REDACTED]. All amounts due hereunder shall be assessed sales tax, as applicable. Public Strategies shall submit to the Client a tax residency certificate for the current year in order to benefit from the Double Tax Treaty, otherwise the domestic withholding tax of 16% apply to any payment.

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98 San Jacinto Blvd., Suite 1200, Austin TX 78701
 Main: 512-474-8848 Fax: 512-474-0120
 pstrategies.com

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4. In addition to the Consulting Fees, Client shall reimburse Public Strategies on a monthly basis for all reasonable business expenses incident to the provision of the Services. Business expenses may include coach airfare for trips within the continental United States, business class airfare for trips beyond the continental United States, car rental, lodging, cab fare/parking, mileage, meals, tips, research charges, printing/publication by an outside vendor, overnight express shipping, and long distance telephone relating to the Services. Public Strategies shall submit invoices to Client setting forth all charges in reasonable detail and shall be accompanied by supporting documentation upon request. Payment of invoices for business expenses shall be made within fifteen (15) days of receipt by Client. The preferred method of payment for such invoices is by wire transfer, as follows: Public Strategies, Inc., account number [REDACTED] at Wachovia Bank, N.A. in Charlotte, NC, USA, ABA number [REDACTED]; ([REDACTED] for ACH). International swift code: [REDACTED]. Notwithstanding the foregoing, Public Strategies reserves the right to require advance payment from Client for specified business expenses before such business expenses are incurred by Public Strategies.
5. Prior to the execution of this Agreement, Public Strategies and Client reached an understanding about the consulting Services to be performed by Public Strategies and agree that Public Strategies has allotted appropriate time and resources to perform the level of contemplated Services. Each of the parties agrees that in the event the scope of the Services to be performed by Public Strategies is to be expanded or reduced by mutual agreement during the Term of this Agreement, the compensation of Public Strategies shall first be adjusted by mutual agreement. We encourage you to review the guiding principles by which we conduct business located at <http://www.pstrategies.com/principles.php>.
6. Client agrees that services, other than consultation services, such as purchasing media, direct mail, production, digital/creative services, web site design and related services, conducting focus groups or polls, real time information services, or lobbying, whether involving legislative or executive branch matters of state or federal government, are not within the scope of Services to be provided by Public Strategies under this Agreement. If Client desires for Public Strategies to perform any such services, the scope of work and fee for such work shall be agreed upon in advance and set forth in writing. Public Strategies reserves the right to require advance payment for such work.

TERM

7. This Agreement shall commence on the Effective Date and shall continue until May 10, 2010 (the "Initial Term"). Either party may terminate Public Strategies' engagement at any time upon at least thirty (30) days advance written notice to the other party which may be sent via email. In the event that Public Strategies has not timely received payment of the Consulting Fees due in accordance with the terms of this Agreement, it may without liability for such action suspend performance of Services upon fifteen (15) days advance written notice sent to Client and such suspension may continue until such fees are paid in full. If either party terminates this Agreement, in accordance with this paragraph: (a) Client shall not be obligated to pay any prorated installments of the Consulting Fee following the effective date of such termination; and (b) Public Strategies shall be entitled to receive payment for expenses incurred prior to the effective date of such termination and for the reasonable and actual costs of settling and terminating any subcontracts.

CONFIDENTIALITY

8. Public Strategies will maintain the confidential nature of Client's information subject to the provisions hereof (the "Confidential Information"). Public Strategies agrees not to disclose Confidential Information to any third party, other than a) its service providers, agents, contractors, representatives, and professional advisors who need to know the information to perform services,

represent, or advise it with respect to the subject matter of this Agreement; b) as required by law, regulatory inquiry, court order, or other legal process; c) as authorized by Client; or d) in connection with dispute resolution or other legal proceedings arising out of this Agreement. Confidential Information shall remain the property of Client. "Confidential Information" does not include information that: a) is or becomes known to the public through no fault of Public Strategies; b) Public Strategies already rightfully possessed before Client disclosed it to Public Strategies; c) is subsequently disclosed to Public Strategies by a third party who is not under an obligation of confidentiality to Client; or d) Public Strategies develops independently without using Confidential Information. Upon request by Client, Public Strategies shall return Confidential Information to Client; provided that Public Strategies shall be entitled to retain file copies of any materials prepared by it, which shall remain subject to the obligations herein. The obligations herein shall continue after the termination of this Agreement for a period of two (2) years.

NONSOLICITATION

9. During the Term of this Agreement and for a period of one year after its termination, Client shall not for its purposes or for the purposes of any third party: directly or indirectly through a separate legal entity (a) hire or solicit for hire, whether by employment or as an independent contractor, any person who is in the employment of Public Strategies or has been in the employment of Public Strategies since the effective date of this Agreement; or (b) enter into a contract or solicit such a contract with any employee or contractor of Public Strategies if such contract relates to the Services provided by Public Strategies under this Agreement. Such nonsolicitation obligations may be waived with the prior written consent of the Chief Operating Officer of Public Strategies.

NOTICE

10. All notices required herein shall be in writing and shall be deemed delivered if personally delivered by hand, electronically sent by facsimile transmission or email or dispatched by certified or registered mail, return receipt requested; postage prepaid addressed to the parties as follows:

If to Client:

Andreea Nastase
Title: Corporate Communication Director
SC Rosia Montana Gold Corporation SA
321 Piata Street, code 517615
Rosia Montana, Alba District
Romania
E-mail: andreea.nastase@rmgc.ro
Phone: +40258 806.750
Fax: +40258 806.749

If to Public Strategies:

Mark Bunker, Chief Administrative Officer
98 San Jacinto Blvd., Suite 1200
Austin, TX 78701
Office 512.432.1724
Fax 512.474.0120
mbunker@pstrategies.com

with a copy to:

Karen Hendershot
Corporate Services Advisor
Chief Contracts Administrator
98 San Jacinto Blvd., Suite 1200
Austin, TX 78701
Office 512.432.1814

Notice shall be deemed given on the date received or when deposited in the mail in accordance with the foregoing. Each party may change the address to which to send notices by notifying the other party of such change of address in writing.

ASSIGNMENT

11. Neither Public Strategies nor Client shall assign this Agreement or any part thereof without the prior written consent of the other party, and any assignment without such consent shall be null and void.

DISPUTE RESOLUTION

12. Any dispute between the parties arising out of or relating to this Agreement or in any way relating to the parties' relationship which cannot first be resolved in the ordinary course of business, shall be submitted to mediation prior to the filing of a lawsuit or other legal proceeding. Mediation shall be conducted in accordance with the mediation rules of the American Arbitration Association, and the costs of mediation shall be equally shared by the parties. The selection of the mediator shall be agreed upon by mutual consent of the parties; provided, that if the parties are not able to agree on a mediator within twenty-one (21) calendar days after the first request for mediation, then a mediator will be appointed in accordance with the rules of the American Arbitration Association governing mediation then in effect. The parties will participate in good faith in the mediation. Each party agrees to keep all disputes and negotiation and mediation proceedings strictly confidential, except for disclosures of information to legal counsel or required by applicable law. The obligations herein shall continue after the termination of this Agreement. Notwithstanding the foregoing, a party may seek injunctive relief to maintain the status quo without waiving its right to mediation.

PUBLICITY

13. Client grants Public Strategies permission a) to list Client as a representative client in Public Strategies' client lists, advertising, publicity, and marketing materials; b) in the event the Services include creative materials, to display creative materials created pursuant to this Agreement in Public Strategies' online portfolio; and c) upon completion of the applicable services and provided that Client's name is not identified, to make general reference to the matters addressed herein in Public Strategies' online case studies. Further, Client agrees to be a reference for Public Strategies and authorizes Public Strategies to provide Client's contact information to prospective clients.

WARRANTIES

14. Client agrees to exercise due diligence in its directions to Public Strategies regarding the preparation of materials and represents and warrants to Public Strategies that Client is able to substantiate all claims and representations. If Client furnishes any information or materials for Public Strategies to use for purposes of this Agreement, Client represents and warrants to Public Strategies that Client has all rights, titles, and interests necessary for Public Strategies to use such information or materials. Client is responsible for and hereby agrees, prior to publication, to obtain all legal clearances of materials designed or developed by Public Strategies for Client, including, without limitation, proofreading, examining, and verifying the accuracy and completeness of all content, researching, obtaining, and filing all intellectual property protections, and ensuring compliance with all applicable laws. **THE SERVICES AND ALL MATERIALS (INCLUDING, WITHOUT LIMITATION, INFORMATION, ADVERTISING, CONTENT, AND ONLINE COMMUNICATION VEHICLES SUCH AS WEBSITES) PROVIDED BY PUBLIC STRATEGIES TO CLIENT HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND PUBLIC**

STRATEGIES HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, FREEDOM FROM ERROR, FREEDOM FROM INTERRUPTED USE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE, OR COURSE OF PERFORMANCE. CLIENT SHALL DEFEND, INDEMNIFY, AND HOLD PUBLIC STRATEGIES HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, FINES, PENALTIES, OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED IN ANY WAY TO PUBLIC STRATEGIES' OR CLIENT'S ACTS OR OMISSIONS WITH RESPECT TO ANY SERVICES OR MATERIALS. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT. THE OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE CANCELLATION, TERMINATION, OR EXPIRATION OF THIS AGREEMENT.

MISCELLANEOUS

15. In the performance of the Services:
 - (a) Public Strategies shall be deemed to be and shall be an independent contractor and as such, its employees shall not be entitled to any benefits applicable to the employees of Client.
 - (b) Public Strategies shall have sole responsibility for the payment of all federal, state, local and other income taxes and for all employment and other taxes applicable to the compensation paid to Public Strategies.
 - (c) Public Strategies does not have the authority or power to contract or bind Client without prior approval of Client.
16. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas without regard to any applicable choice of law rules.
17. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified or interpreted by the court so as best to reasonably effect the intent of the parties and the parties shall replace any such invalid or unenforceable provision with valid and enforceable provision(s) that are consistent with the modification or interpretation made by the court. All other provisions of this Agreement shall remain in full force and effect.
18. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior communications and writings, with respect thereof. No other promises or agreements of any kind have been made by any person or entity to cause the parties to sign this Agreement. No modifications or alterations of this Agreement shall be effective unless made in writing and signed by both parties. The parties may use standard business forms or other communications, including, but not limited to purchase orders, but use of such forms is for convenience only and does not alter the provisions of this Agreement.
19. This Agreement may be executed by the parties in separate counterparts, which may be delivered to the other party by facsimile or through electronic mail in portable document format (.pdf), each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SC Rosia Montana Gold Corporation SA

Public Strategies, Inc.

By: _____
Name: Dragos Tanase
Title: Managing Director

Date: _____

By: _____
Nicolae Suci
Senior Vice-president

By: _____
Romulus Marian
Finance Director

Date: _____

By: _____
Meredith Marks
Chief Operating Officer

Date: _____

By: _____
Robert Ludke
Managing Director

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ATTACHMENT A

SCOPE OF WORK

The media outreach Services shall consist of two phases. Phase One is introductory and educational, with the goal of executing an initial round of stories about the project. Phase Two would be to manage relationships with a core group of key reporters about the latest developments, with a view to securing follow-up stories. Public Strategies will work closely with your team in order to:

- Conduct research strategy and planning sessions with your executives and senior staff, outside experts, political representatives and community leaders.
- Develop and refine messages, narratives, and outreach tactics and determine spokespeople
- help educate targeted reporters about the project
 - The news outlets we plan to target include:
 - ✓ *Financial Times*
 - ✓ *The Times*
 - ✓ *The Daily Telegraph*
 - ✓ *The Economist*
 - ✓ *Wall Street Journal*
 - ✓ *New York Times*
 - ✓ *Washington Post*
 - ✓ *BusinessWeek*
 - ✓ *Handelsblatt*
 - ✓ *Financial Times Deutschland*
 - ✓ *Die Zeit*
 - ✓ *Le Monde*
 - ✓ *Le Figaro*
 - ✓ *El Pais*
- Attempt to renew and extend contacts with the main international wire reporters in Romania, as well as mining and European economic reporters for the wires out-of-country, focusing on Reuters, Bloomberg, the Associated Press, and Agence France-Presse;
- Help prepare briefing materials, provide media talking points and question-and-answer documents
- Arrange logistics of media interviews
- Conduct media briefings and/or a tour of the mine with journalists
- Issue media statements and news releases, as needed
- Media Monitoring: Public Strategies will
 - ✓ conduct daily media monitoring of international coverage of the project and related issues so that we can identify and analyze opportunities.
 - ✓ provide customized media monitoring that supports your strategic communications efforts by providing timely and informed insight into how the media covers key messages and issues.
- Ally Development
 - ✓ Partnership opportunities with third parties such as think tanks or other environmental groups can be another critical measure of international validation, and can prove highly beneficial to generating additional media coverage. As a third party advocate can often lend credibility and neutralize critics, we recommend identifying and developing relationships with potential allies. We could encourage these groups to produce an environmental report, draw essential comparisons with other mining projects, and help them serve as a media resource.

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